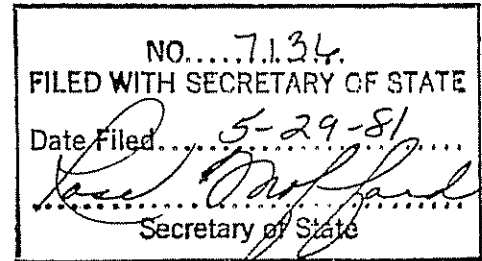


CONSTRUCTION
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PRESCOTT



THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF PRESCOTT, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this AGREEMENT, and

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this AGREEMENT, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this AGREEMENT and has authorized the undersigned as its representative to execute the same on behalf of said CITY, and

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain improvements and/or modifications be made on the State Highway System in the CITY. This work shall include, but not be limited to, the installation of new traffic signals at the following location:

US 89 and Pleasant Street

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The STATE shall furnish all materials necessary to complete the installation of the traffic signals and shall furnish personnel for inspection of the installation process.

2. The CITY shall install or have installed all the materials in a good workmanlike manner, and in accordance with the latest revisions of the Arizona Department of Transportation Traffic Signal and Highway Lighting Systems Standard Drawings and General Specifications for Traffic Signal and Highway Lighting Systems.

3. The CITY shall obtain all STATE furnished materials at the Arizona Department of Transportation Signal Shop in Phoenix and shall return defective or damaged materials and all unused materials to the Arizona Department of Transportation Signal Shop in Phoenix upon completion of the work.

4. The STATE is bound by this AGREEMENT to furnish certain materials, as previously stated; and, the CITY shall indemnify, save harmless, and defend the STATE, its officers and employees, from all suits, actions, or claims of any character brought: a) because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the CITY, its officers, employees, agents, and/or contractors or on account or in consequence of any neglect in safe-guarding the work; b) because of any act of omission, neglect, or misconduct of any officer or employee of the CITY, its Agent and/or its contractors in accomplishing the work; or c) through the use, in constructing the work, of STATE furnished materials which may be determined, by reasonable inspection upon receipt of said materials, to be patently deficient and unacceptable.

5. This AGREEMENT shall be considered as terminated when all conditions as set forth herein have been complied with and the traffic signals are complete, in place, and functional.

6. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

7. This AGREEMENT shall be filed with the Secretary of State and shall become effective upon such filing.


8. Attached to this AGREEMENT and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the laws of this State to enter into this AGREEMENT and that it is in proper form.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer

Date: May 11, 1981

CITY OF PRESCOTT

By: 

Title: MAYOR

Date: April 28, 1981

By: 
City Attorney

ATTEST:


City Clerk

APPROVED AS TO FORM:

Exhibit "A"

RESOLUTION NO. 1670

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PRESCOTT AND THE STATE OF ARIZONA PURSUANT TO PRESCOTT CITY CHARTER AND ARIZONA REVISED STATUTES AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS DEEMED NECESSARY TO ACCOMPLISH THE ABOVE.

WHEREAS, the State of Arizona is empowered by Arizona Revised Statutes, Section 28-108, to enter into an Agreement; and

WHEREAS, the City of Prescott has the authority to enter into an Agreement pursuant to its Charter, Article 1, Chapter 3, entitled "Powers of the City"; and


WHEREAS, for the safety and protection of the traveling public it is necessary and desirable that certain improvements and/or modifications be made on the State Highway System in the City; and

WHEREAS, such work shall include, but not be limited to, the installation of new traffic signals at U.S. 89 and Pleasant Street.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

THAT, the execution of the Construction Intergovernmental Agreement between the State of Arizona and the City of Prescott concerning the installation of new traffic signals at the intersection of U. S. 89 and Pleasant Street is hereby authorized.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 27 day of APRIL, 1981.


MAYOR

ATTEST:

APPROVED AS TO FORM:


CITY CLERK


CITY ATTORNEY

EXHIBIT "B"


April 28, 1981

Office of the Secretary of State
State of Arizona
1700 West Washington
7th Floor
Phoenix, AZ 85007

Re: Construction Intergovernmental Agree-
ment - Traffic Signal Light


Dear Gentlepeople:

This is to confirm that as City Attorney of the City of Prescott, Arizona, I have reviewed the above-referenced Agreement between the City of Prescott and the State of Arizona and have determined that the Agreement is in proper form and within the powers and authority granted to the City of Prescott by the Statutes of the State of Arizona and by the Charter of the City of Prescott.


PETER VAN HAREN
City Attorney

STATE OF ARIZONA)
) ss.
County of Yavapai)

SUBSCRIBED AND SWORN to before me this 28th day of April, 1981, by Peter Van Haren, City Attorney for the City of Prescott.


Notary Public

My Commission Expires:

My Commission Expires May 11, 1984

CITY OF PRESCOTT

P.O. BOX 2000, PRESCOTT, ARIZONA, 86302



EXHIBIT "C"

In accordance with paragraph 7 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF PRESCOTT consummated on November 27, 1979, (A. G. Contract No. 79-867), it is agreed by both parties that the following location be added to the existing list of locations to be operated and maintained as set forth in said Agreement.

US 89 at Pleasant Street

STATE OF ARIZONA

ARIZONA DEPARTMENT OF TRANSPORTATION

By:

John W. Hertz
Chief Deputy State Engineer

CITY OF PRESCOTT

By:

Jack W. Seiler
Title: MAYOR

APPROVED AS TO FORM:

By:

Peter Van Haren
City Attorney

ATTEST:

Maie L. Watson
City Clerk

Date Signed: *April 29, 1981*



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 81-292, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 18th day of May, 1981.

ROBERT K. CORBIN
Attorney General

James L. Hoshorn
Assistant Attorney General
Transportation Division